

ADVERTISE ON THEBUS!



REACH A DIVERSE, CAPTIVE AUDIENCE OF NEARLY 70 MILLION PASSENGERS ACROSS THE ISLAND



CITY AND COUNTY OF HONOLULU
DEPARTMENT OF TRANSPORTATION SERVICES



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FRANK F. FASI MUNICIPAL BUILDING ■ 650 SOUTH KING STREET, 3RD FLOOR ■ HONOLULU, HAWAII 96813
WWW.HONOLULU.GOV/DTs ■ PHONE: 808-768-8364 ■ FAX: 808-596-2380

THEBUS

The City and County of Honolulu's ***TheBus*** System welcomed nearly 70 million passenger boardings in 2006. It is the 20th most utilized transit system, and the 13th most utilized bus fleet in the country.

Our 525 buses operate 93 bus routes on Oahu's streets and cover streets from Makaha to Makapuu, Waikiki to Turtle Bay. ***TheBus*** has won the American Public Transportation Association (APTA) award for America's Best Transit System in 1994-1995, and again in 2000-2001.

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THEBUS PASSENGER

The following data was taken from the most recent passenger survey and highlights a few of our passenger characteristics.

61% were female, 39% were male.

62% were employed
44% full-time, 18% part-time.

28% were students.

93% were residents, indicating they were not visitors.

62% had been riding **TheBus** for more than 2 years.

20% had been riding for more than 15 years.

67% were considered “captive riders,” meaning no personal vehicle was available for their trip.

75% indicated they had a vehicle in their household, and chose to use public transportation.

An average of 25,000 visitors used **TheBus** on a daily basis. The Hawaii Visitors and Convention Bureau figures indicate that 47% of Japanese visitors and 21% of Mainland visitors ride **TheBus** while in Hawaii (Fall 2004).

TheBus has an average weekly ridership of 225,000 passengers, and more than 600,000 bus passes were sold in 2006. These include Adult, Youth, Senior, U-Pass (University of Hawaii faculty and students), and Disability passes.

Over 28,000 of our Adult passes are purchased by local businesses providing bus passes to their employees in lieu of parking. There are 100 businesses participating in this program.

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GETTING STARTED

The process of getting your message on *TheBus* is quick and simple.

- Send a letter requesting advertising space on *TheBus* to:

Director of Department of Transportation Services
650 South King Street, 3rd Floor
Honolulu, Hawaii 96813

Let us know in your letter the date(s) you would like to post your advertisement.

- Submit a sample of your advertisement for approval *prior* to printing your ads. You can include this with the letter of request or e-mail us a pdf¹.

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Standard size of advertisement placards is 11"x28"

- If you are submitting a paid advertisement, include a notarized Advertising Agreement² and payment. Checks should be made out to "City and County of Honolulu." No tax is charged.
- If you are a non-profit organization submitting a request for one month (30 days) of free space, include proof of your 501(c)3 tax exempt status.
- If you are a government agency submitting a request for one month (30 days) of free space, please have your director submit the request.

1. Call 768-8372 or 768-8374 for more information.

2. A copy of the Advertising Agreement is included in the "Resources" section of this packet.

RATES

The rates have been updated for 2007. Effective February 5, 2007, the advertising rate will be \$11.00 per space per month. Each space is 11” high by 28” long, the same dimensions as a placard.

FLEET	NUMBER OF SPACES	NUMBER OF MONTHS	RATE PER SPACE PER MONTH	MONTHLY CHARGE
Kalihi (300 Vehicles)	300	1	\$11.00	\$3,300.00
Pearl City (225 Vehicles)	225	1	\$11.00	\$2,475.00
BOTH (525 Vehicles)	525	1	\$11.00	\$5,775.00

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SOME TIPS:

- Remember to get the Advertising Agreement¹ notarized.
- Submitting all the paperwork at the same time can help streamline the process.

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1. A copy of the Advertising Agreement is included in the “Resources” section of this packet.

NON-PROFIT ADS

The City allows non-profit organizations to post one bus placard on every bus for one month (30 days) for free, once a year. If you have received a 501(c)3 tax exempt status from the Internal Revenue Service (IRS), you may take advantage of the one month free advertising program.

The process for getting your advertisement on ***TheBus*** starts the same way for everyone by submitting a formal letter of request for space to the Director of Transportation Services. Advertisements being posted under the one month (30 days) free option are on a first come / first serve basis.

There are some other differences between paid ads and the free non-profit ads which are considered Public Service Announcements (PSAs). A full description of the differences can be found in the department's Rules and Regulations, a summary of which is provided in the Resources section of this packet.

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SOME TIPS:

- In your letter of request, identify your organization as a non-profit wishing to use your one month (30 days) of free advertising space for the year.
- If this is your first time advertising with ***TheBus***, don't forget to include a copy of your 501(c)3.
- If you have a specific posting date in mind, let us know as soon as possible so we can do our best to accommodate you.

RESOURCES

The following pages contain basic reference material concerning advertising on City vehicles.

The City's ***Rules and Regulations*** list the specifications for advertising, including the rates, posting schedules, and printing requirements.

The ***Advertising Agreement***, or contract, is for those purchasing space, including non-profits who have already taken advantage of their one free month for the year. The Advertising Agreement must be notarized.

Also included is the ***Facilities Guide***, a general description of the routes operating out of the Kalihi and Pearl City facilities as of August 2006. Our bus routes are always under review and subject to change, so we strongly recommend you contact us to confirm the routes. You can also find the most recent service changes and more detailed route descriptions and maps at ***www.thebus.org***.

For more information, call 768-8372.

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RULES & REGULATIONS: SUMMARY

- (a) The Department of Transportation Services, through the Department of Budget and Fiscal Services, may rent or let advertising spaces inside City transit buses.
- (b) Each person or business organization who wishes to display advertisements inside City and County of Honolulu owned buses shall submit a sample of the advertisement in paper and electronic PDF format, a notarized advertising agreement furnished by the Department of Transportation Services, City and County of Honolulu, and the fee established herein for such advertising to the Department of Transportation Services. Advertisements which contain foreign languages must provide an English translation with their proof from a certified translator.
- (c) Request for payment will not be sent. Payment shall be paid in full with business imprinted checks, certified checks, or money orders prior to advertising. Personal checks will not be accepted.
- (d) Checks should be made out to the City and County of Honolulu.
- (e) NO REFUNDS for cancellation by advertiser.
- (f) A twenty dollar service charge will be charged to the advertiser for checks returned because of insufficient funds.
- (g) All inside displays shall be 11" x 28" printed on a minimum of .18 stock with grain running horizontally so that cards can be held in place, top and bottom, by flanges in the rack and on sides by steel/vinyl straps. Printed copy should be kept at least $\frac{3}{4}$ inches from top, bottom and sides of the card.
- (h) The schedule of monthly costs per card for advertising in the interior of City-operated buses shall be:

Effective February 5, 2007

\$11.00 Per Space Per Month

Effective January 1, 2008

\$12.00 Per Space Per Month

Effective January 1, 2009

\$13.00 Per Space Per Month

- (i) Contracts shall not exceed 12 months.

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- (j) When a space is rented or let for six months or more, the advertiser shall be permitted to request the City to change the display free of charge once during the period. For each additional display change, the City shall charge a rate of one dollar per card. Replacement cards must be provided by the advertiser.
- (k) Acceptance of advertising by the City for display will be on a fleet or facility basis. Accordingly, advertising will not be accepted for particular routes or particular areas.
- (l) Tear off or “take one” attachments and messages that encourage writing on cards such as “word find” games will not be allowed on interior advertising displays.
- (m) It shall be the responsibility of the advertiser to supply the interior display cards, at his own expense, in the amount equal to 120% of the number of spaces purchased or provided, and to deliver such advertising to the appropriate Bus Facility Storeroom(s).
- (n) Postings shall be scheduled for the 1st or the 15th of the month. Postings scheduled for the 1st of the month must be received at the designated Bus Facility Storeroom(s) by the 15th of the previous month. Postings scheduled for the 15th must be received by the 1st of the month.
- (o) No advertising which contains political advertisement, or which bears the name, signature, or likeness of any candidate or elected official for Federal, State, or City office, or which by reason of design format or subject matter promotes or appeals to racial, religious, ethnic prejudice or violence, or which contains pictures, words, or symbols of an obscene, lewd or lascivious or indecent character, or service which is prohibited by law to be sold or offered for sale to minors or an age-based subgroup of minors, all as determined by the Director, shall be accepted for display in any City transit bus.
- (p) The advertiser shall indemnify, save and hold harmless the City and all of its officers, agents, employees, and contractors from any and all claims for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of advertiser, its agents, officers, employees, or any person or persons under the control of the advertiser.
The advertiser shall further indemnify and save and hold harmless the City and all of its officers, agents, employees, and contractors from any and all losses, costs and/or damages arising out of or in connection with any claim or suit by any person, firm or corporation claiming injury, defamation, or libel resulting from any advertising material placed on City buses by advertiser.

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- (q) At the discretion of the Director, consideration shall be given to making available reciprocal advertising agreements with other advertising media. This will enable the City to utilize interior advertising space not sold through direct sales, allowing for broader dissemination of City transit service information via newspaper, radio and television.
- (r) Three (3) standard advertising spaces will be reserved for public service announcements of a public service or charitable nature. Public service announcements (PSA) will be allowed free advertising for thirty days, one time per year, per organization. The free advertising will be on a space available basis and posted in the order received. The organization will be required to provide current tax exempt status documentation from the Internal Revenue Service. Corporate and/or business sponsors names or logos are not allowed on the cards during the free month for a PSA.
- (s) Nine (9) advertising spaces shall be reserved for announcements of public service or civic nature. Five (5) of these spaces will be reserved for signs as directed by Federal law and City Ordinance; two (2) for City use; two (2) for TheBus service sub-contractor.
- (t) There shall be no 15% advertising agency commission fee.
- (u) Sale of bus advertising will be under authorization of the Director of the Transportation Services.

**DEPARTMENT OF TRANSPORTATION SERVICES
CITY AND COUNTY OF HONOLULU
STATE OF HAWAII**

ADVERTISING AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, _____,
by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of
the State of Hawaii, hereinafter called the "CITY", and _____

whose address is _____,
_____, hereinafter called "ADVERTISER".

WITNESSETH:

WHEREAS, ADVERTISER desires to rent advertising space on the inside of
CITY buses.

NOW, THEREFORE, the CITY and ADVERTISER, in consideration of the
foregoing and of the mutual promises hereinafter set forth, and intending to be legally
bound, hereby mutually agree as follows:

1. BUS SPACE RENTAL. The CITY agrees to rent to ADVERTISER
advertising space on the inside of CITY buses commencing _____,
as follows:

FLEET	NUMBER OF SPACES	NUMBER OF MONTHS	RATE PER SPACE PER MONTH	CHARGE
Kalihi (300 Vehicles)	_____	_____	\$11.00	\$_____
Pearl City (225 Vehicles)	_____	_____	\$11.00	\$_____
TOTAL CHARGE				\$_____

2. TIME OF PAYMENT. All charges determinable in advance shall be paid on
or before the signing of this Agreement or any extension thereof.

3. TERMINATION. This Agreement may be terminated by either party upon giving thirty days prior written notice to the other party. **No refunds** for cancellation by ADVERTISER.

4. OMISSION OF DISPLAYS. In the event CITY buses fail to operate due to labor disputes, the CITY shall extend the Agreement for each day the CITY buses fail to operate. ADVERTISER shall be entitled to no other remedy.

5. DELIVERY OF ADVERTISING CARDS. Postings shall be scheduled for the 1st or the 15th of the month. ADVERTISER shall deliver advertising cards for postings scheduled for the 1st of the month to the designated Bus Facility Storeroom(s) by the 15th of the previous month. ADVERTISER shall deliver advertising cards for postings scheduled for the 15th of the month to the designated Bus Facility Storeroom(s) by the 1st of the month.

ADVERTISER shall deliver advertising cards to the designated Bus Facility Storerooms in an amount equal to 120% of the number of spaces purchased for each advertisement. The advertising card shall be 11" x 28", printed on a minimum of .18 point stock with horizontal grain. Each advertising card shall be sufficiently stiff to retain its posted position without any support other than the border brackets, for the life of the display. Printed copy should have a 3/4" top, bottom and side margin. Tear off or take-one attachments and designs that encourage writing on cards, such as word find games, are not allowed. No advertising shall represent in any manner, form or action to the public that the CITY is a party to the advertisement, or endorses or supports the advertisement's subject matter. The Director of the Department of Transportation Services or the Director's authorized representative (hereinafter, the "Director") shall have the right to reject any or all advertising materials to be displayed on CITY buses if the Director determines that the material does not meet specifications or is of an offensive nature.

6. PICK UP OF ADVERTISING CARDS AFTER REMOVAL. Upon the completion of the Agreement, the advertising cards will be removed from CITY buses. The advertising cards will be held at the Bus Facility Storerooms after removal. ADVERTISER may contact the designated Bus Facility Storeroom at 848-4491(Kalihi) or 484-7750 (Pearl City) to arrange to pick up the advertising cards. If ADVERTISER does not make arrangements for pick up of the advertising cards within twenty (20) working days after removal, the CITY will dispose of the advertising cards.

7. SUBLETTING AND ASSIGNMENT. ADVERTISER shall not assign or sublet this Agreement or any of the advertising space rented herein without written permission from the Director. The assignment or subletting of this Agreement or advertising space shall not, under any circumstances, relieve ADVERTISER of its obligation and liability under this Agreement with the CITY, and all persons advertising pursuant to the terms of this Agreement shall be considered to be agents of ADVERTISER and shall be subject to the provisions hereof.

8. PATENTED OR COPYRIGHTED ARTICLES. ADVERTISER shall hold the CITY and all its officers, agents, servants, employees, and contractors harmless from any and all claims arising from the use of any patented or copyrighted article, patented process or patented appliance used in connection with the Agreement. Any royalties due or becoming due for the use of any patented article or process or copyright article shall be paid by ADVERTISER.

9. INDEMNITY. ADVERTISER shall indemnify, save and hold harmless the CITY and all of its officers, agents, employees, and contractors from any and all claims for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of ADVERTISER, its agents, officers, employees, or any person or persons under the control of the ADVERTISER.

ADVERTISER shall further indemnify and save and hold harmless the CITY and all of its officers, agents, employees, and contractors from any and all losses, costs and/or damages arising out of or in connection with any claim or suit by any person, firm or corporation claiming injury, defamation, or libel resulting from any advertising material placed on CITY buses by ADVERTISER.

10. RISK OF LOSS OF ADVERTISING MATERIALS. ADVERTISER assumes the risk of any damages to, or loss of, or theft of the advertising cards left on CITY premises, including cards posted in the buses. The CITY, its officers, agents, employees, and contractors shall not be responsible or liable for such losses regardless of how or the manner in which any such losses are sustained.

11. COMPLIANCE WITH LAWS. It is mutually understood and agreed that the rental of advertising space in CITY buses shall be subject to the provisions of Ordinance No. 91-27, as amended, codified as Section 13-6.9, Revised Ordinances of Honolulu 1990, and of the Rules and Regulations of the Department of Transportation Services, City and County of Honolulu.

12. INTERPRETATION OF PROVISIONS. In case of any doubt as to the interpretation of any provisions of this Agreement, it is mutually understood and agreed that the interpretation given by the Director shall govern and control. In addition, the parties hereto agree that the Director shall have the sole power to decide and resolve matters which may come up in the future which are not covered by this Agreement.

13. SEVERABILITY. The portions of this Agreement shall be severable, and any invalidity, unenforceability, or illegality of any provision or provisions of this Agreement shall not affect any other provision or provisions of this Agreement, and each term or provision of this Agreement shall be construed to be valid and enforceable to the full extent permitted by law.

14. ENTIRE AGREEMENT; AMENDMENTS. This instrument constitutes the entire agreement of the parties with respect to the matters set forth in this Agreement, and there are no agreements, understandings, warranties, or representations between the

parties except as set forth herein. This Agreement cannot be modified except by an instrument, in writing, signed by each of the parties.

15. HEADINGS FOR CONVENIENCE ONLY. The headings used in this Agreement are for convenience only and have no legal or contractual effect. The headings do not purport to define, limit, or extend the scope or intent of the language of the paragraphs to which they pertain.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY AND COUNTY OF HONOLULU

By _____
Director CITY
Department of Transportation Services

(PLACE NOTARY SEAL HERE)

Subscribed and sworn to before me this
_____ day of _____, _____

Signature of Advertiser

Notary Public

State of _____

My Commission Expires _____

Print/Type name of Advertiser

APPROVED AS TO FORM
AND LEGALITY:

Deputy Corporation Counsel

FACILITIES GUIDE

(300 Vehicles)

Kalihi - Palama Facility	
Route No.	Route Name
A	City Express! A
B	City Express! B
1	Kaimuki-Kalihi
2	Waikiki - School St. - Middle St.
3	Kaimuki - Salt Lake
4	Nuuanu - Punahou
5	Ala Moana - Manoa
6	Pauoa - Woodlawn
7	Kalihi Valley
8	Waikiki - Ala Moana
9	Palolo Valley - Pearl Harbor
10	Kalihi - Alewa Heights
13	Waikiki - Liliha
14	St. Louis - Kahala - Maunalani
15	Makiki - Pacific Heights
16	Moanalua Valley
17	Makiki - Ala Moana
18	University - Ala Moana
19	Waikiki - Airport - Hickam
20	Waikiki - Pearlridge
21	Waialae Iki - Nui
22	Beach Bus
31	Tripler - Mapunapuna
32	Kalihi - Pearlridge
57	Kailua - Waimanalo - Sea Life Park
58	Hawaii Kai - Sea Life Park
70	Lanikai - Maunawili
77	Waimanalo - Kaneohe
80	Hawaii Kai Park & Ride Express
80A	Hawaii Kai Park & Ride Express - UH
80B	Upper Aina Haina Express
82	Hawaii Kai Park & Ride Express
85	Windward Express - Kailua
85A	Windward Express - Haiku
86	Windward - Pearl Harbor Express
86A	Kaneohe - Kahaluu Pearl Harbor Ex.
89	Waimanalo - Kailua Express
95	Hawaii Kai - Pearl Harbor Express
97	Village Park Express
103	Paiwa - Waikele Express
203	Kalihi via School Street Express

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FACILITIES GUIDE

(225 Vehicles)

Pearl City - Manana Facility	
Route No.	Route Name
C	Country Express! C
11	Makalapa - Halawa - Aiea Heights
40	Honolulu - Makaha
40A	Honolulu - Makaha
41	Kapolei - Ewa Beach
42	Ewa Beach - Waikiki
43	Waipahu - Honolulu - Ala Moana
44	Waipahu - Ewa Beach
52	Wahiawa - Circle Island
53	Honolulu - Pacific Palisades
54	Honolulu - Pearl City
55	Kaneohe - Circle Island
56	Honolulu - Kailua - Kaneohe
62	Honolulu - Wahiawa Heights
65	Honolulu - Kahaluu
71	Pearlridge - Newtown
72	Schofield - Wahiawa - Whitmore
73	Leeward Community College
74	Aiea - Halawa Heights
76	Waialua - Haleiwa
81	Waipahu Express
83	Wahiawa Town Express
83A	Wahiawa - Mililani Ex. - Schofield / PH
84	Mililani Express - North
84A	Mililani Express - South
88	Kahaluu - Ahuimanu Express
88A	North Shore Express
90	Pearl City Express
91	Ewa Beach Express
92	Makakilo City Express
93	Waianae Coast Express - CBD
93A	Waianae Coast Express - Pearl Harbor
96	Waipio Gentry Express
98	Wahiawa - Mililani Park & Ride
101	Ewa Gentry Express
102	Villages of Kapolei Express
201	Waipahu via Farrington Express
202	Waipahu via Paiwa Express
401	Waianae Valley
402	Lualualei Homestead
403	Nanakuli - Maili - Waianae
411	Makakilo Heights
412	Panana - Kapolei
413	Campbell Industrial Park
415	Kapolei Transit Center - Kalaeloa
432	East - West Waipahu
433	Waipahu - Waikele Shopping Center
434	Waipahu - Village Park

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FREQUENTLY ASKED QUESTIONS

**** How many buses are there?***

There are **525** buses in the entire fleet: **300** operate out of the Kalihi-Palama facility and **225** from Pearl City-Manana.

**** Do I have to purchase space on all 525 buses?***

No. While we encourage reserving space on the entire fleet to maximize coverage, you can choose to advertise with just one facility.

**** What size are the placards?***

Placards (or car cards) need to be 11” x 28” on .18 stock or thicker.

**** Our organization is in the process of getting a 501(c)3. Can we still take advantage of the free month of advertising?***

No. As soon as we receive your 501(c)3 we can post your advertisement for 1 month free.

**** We're a private advertising agency / design firm, handling the request for a non-profit client. Do we get the one month free?***

Yes. Your client needs to submit the letter of request and proof of its 501(c)3, but we can work directly with you for coordination.

**** Is there a sales tax or advertising fee?***

No. The City does not charge any tax or additional fees, nor does it pay commissions.

**** Can we pick the spot in the bus where our ad will be placed?***

No. While we make every attempt to accommodate our advertisers, location within the vehicle is based solely on space availability.

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*** *Can we specify on what routes our ad gets placed?***

No. While most of the town routes operate out of the Kalihi facility, and most of the rural routes are based out of the Pearl City facility, the same vehicle may not run the same route day after day. Please refer to the Facilities Guide and www.thebus.org for more detailed information.

*** *Can I advertise on the outside of TheBus or in the bus shelters?***

No. Honolulu has very strict sign laws that prohibit exterior advertising.

*** *We've been getting a good response from our ad - can we extend the run?***

Yes. Send us the notarized Advertising Agreement (contract) and payment to continue the ad.

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*** *Have you ever offered a trade agreement for advertising space?***

Yes. Send us a proposal and we will be happy to review it.

*** *Can I e-mail or fax my letter of request?***

No. We need an original signature.

*** *Our non-profit has a corporate sponsor for our advertisement. Are we still allowed the one month of free space?***

Yes. As long as we receive proof of your 501(c)3 tax status and there are no corporate names or logos on your placard, the one month of free space will be granted.

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** How long does the process take?*

Each case is different, but provided your letter, contract, proof, and/or 501(c)3 copy is received in a timely fashion, **most** approval letters are sent out within one week of receipt. Contracts take longer to review.

** When and where do I deliver my advertisement?*

Deliveries need to be made to the designated Bus Facility Storeroom(s) by the 1st or the 15th of the month. Please contact us to coordinate your delivery.

** Can I get my advertisement back after the run?*

Yes. Please coordinate with us and **TheBus** Facility Storeroom(s) for pick up.

For more information, please call 768-8372.

Mahalo!